CONTRACT #1 RFS # 99772

University of Tennessee Health Science Center

VENDOR: Regional Medical Center at Memphis VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

August 13, 2007

RECEIVED

AUG 1 5 2007

FISCAL REV. W

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the Regional Medical Center to provide nurse practitioner services for the Memphis Health Loop Clinics.

The UT Health Science Center is contracting with the Regional Medical Center to provide nurse practitioner services to Memphis Health Loop Clinics as part of services required for delivery through a grant between the university and the Department of Finance and Administration/Bureau of TennCare. The nurse practitioner, who shall provide education and health care assistance to the clinic's clients, must be employed by the Regional Medical Center in accordance with their policies that requires these services be provided by hospital staff.

The current contract, with a maximum liability of \$110,208.41, is effective from November 15, 2006 through October 31, 2007. The proposed amendment extends the contract through December 31, 2010. The maximum liability, as a result of the proposed amendment, increases to \$497,469.27.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Channew Name

Sylvia Shannon Davis
Vice President for Strategic Planning
and Operations

c: Dr. John D. Petersen Mr. Anthony Ferrara Mr. Anthony Haynes

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RFS#		-					Contract	t #						
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State Agency					State Agency Division									
University of Tennessee					Health Science Center									
Contractor Name				Contractor ID # (FEIN or SSN)										
		al Center at M	emphis				C-	or	X	V - 62-111	13169	9		
	Descript													
L				e Health Loop F		ct,	· · · · · · · · · · · · · · · · · · ·		<u>-</u>					
Contract BEGIN Date Contract END D				Jate Sub		Subre	ecipient or Vendor?			CFDA#				
11/15/2006 12/31/2010 Mark Each TRUE Statement					Vendor N/A				/A					
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N/A Contractor is on STARS Allotment Code Cost Center Object Code				<u> </u>	Ľ	ļ _.			m W-9 is on f			Subarant	Codo	
	2.30	Cost Cent N/A	er	Object Code			nd /A	Funding Grant Code N/A		16	Funding Subgrant Code N/A			
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2007-2010		··· <u>-</u>							\$	387,260		\$	387,2	
2007-2010								-	φ	307,200	J.00	·		
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TOTAL:	\$	-	·\$	-	\$		_		\$	497,469		\$	497,46	9.27
<u> </u>		FOR AMEN			Stat	te Ag	ency Fisc	al C	onta	ect & Telepho	ne#			
FY Base Contract & Prior Amendments		THIS	Sylvia Shannon Davis, 865-974-2244											
2006-2007	\$	110,208.41			Stat	te Ag	ency Bud	get	Offic	er Approval				
2007-2010			\$	387,260.86	•			,			-	·		:
					a bala	ance i	in the appro	priati	on fr	ication, required om which the ob obered to pay ob	oligate	ed expenditure	e is required	
TOTAL: \$ 110,208.41 \$ 387,260.86 End Date 10/31/2007 12/31/2010				•										
Contract	tor Owner	ship (comple	te only for	base contracts v	with co	ontrac	t#prefix: F	A or	GR)	N/A				
Africa	an America	n	Person v	v/ Disability		Hispanic Small Business NOT disadvantaged				d				
Asian	1		Female			Nativ	e American	, [OTHER minorit	ty/dis	advantaged-	<u>-</u>	
		on Method	(complete	for ALL base cor	ntracts	3— N/	A to amend	lmen	ts or	delegated author	orities)		
\vdash	RFP Non-Comp	etitive Negotia	ition	Competiti Negotiatio		-	tion rnment(eg,l	D,GG	,GU)	Alter Othe		e Competitive	• Method	
Procurer	nent Proc	ess Summa	r y (comp	lete for Alternativ	e Met	hod, (Competitive	Neg	otiati	on, Non-Compe	titive	Negotiation, C	R Other)	
The Region	nal Medical	Center (The Me	ed) require	es the use of thei	r nurs	e prac	ctitioners for	r serv	vices	rendered at the	Mem	phis Health L	oop Clinics.	

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

Date

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-,	EACH R	REQUEST ITEM BELOW MUS	TBE DETAILED OR ADDRESSED AS I	REQUIRED.		
1)	UT Tracking Number:	100416				
2)	Campus/Institute Name:	University of Tennessee	Health Science Center			
		EXISTING CO	ONTRACT INFORMATION			
3)	Short Description:	Provide the service of a N	Nurse Practitioner for the Health Loo	p Project		
4)	Proposed Vendor:	Name:	The Regional Medical Center at M	demphis (The MED)		
		Vendor Number:	1010287			
		Vendor ID:	62-1113169			
5)	Contract #	100416				
6)	Contract Start Date:	11-15-2006				
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised: 10-31-2007						
8)	Current Total Maximum Co	ost IF <u>all</u> Options to Exten	d the Contract are Exercised:	\$110,208.41		
		PROPOSED AM	ENDMENT INFORMATION			
9)	Proposed Amendment # 1					
10)	Proposed Amendment Effe	11-1-2007				
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised: 12-31-2010						
12)	2) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$497,469.27					
13)	Approval Criteria: (select one)	use of Non-Competitive	Negotiation is in the best interest	of the university		
	only one uniquely qualified service provider able to provide the service					
14)	Description of the Propose	d Amendment Effects & A	Any Additional Service			

This is an extenstion of the service dates, which increases the amount of the contract.

15) Explanation of Need for the Proposed Amendment:

Extends the delivery of services required in the grant between UT and the State Department of Finance and Administration/TNCare. UT is obtaining the services of a Nurse Practitioner for the Memphis Health Loop Clinics to educate and provide health care assistance.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

The Regional Medical Center at Memphis

877 Jefferson Avenue

Memphis, TN 38103

- 17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
- 18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
- 19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
- 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

There are no alternatives. The site is owned and operated by "The MED", and they will not allow UT nor any other agency to provide a Nurse Practitioner at their clinic, other than a "MED" Nurse Practitioner.

21) Justification for the Proposed Non-Competitive Amendment:

The Health Loop Clinic is owned and operated by "The MED", and they will not allow UT nor any other agency to provide any Nurse Practitioner other than a "Med" Nurse Practitioner. With the processing of this service contract, UT fulfills the requirements of the State grant for service delivery and "The MED's" staffing requirements.

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

The Regional Medical C	Center at Memphis	(hereinafter Contractor), which Contract was signed by the
University on	11-20-2006	
This Contract	amendment conclete of this c	over page, the University's Standard Terms and Conditions and
1	additional pages.	Stor page, the officersty o change of forms and constants and
By mutual agr	eement, the University and the	e Contractor agree to the following amendment:
Investigator: Veronica T.	. Maliett, M.D. This is an increase	provide the services of a Nurse Practitioner for the Health Loop Project. e in the amount from \$110,208.41 to \$497,469.27 and an extension in 15-Nov-06 to 31-Dec-2010. This is an amendment to contract #97826.
Other payment t	erms:	
iPayments will be made v Due to the availability of	within forty-five (45) days from rec funds, all invoices must be receiv	ceipt of Invoice. red within sixty (60) days from the end of this service contract.
	naximum liability under this contra naximum liability under this contra	
Other terms (N/A The invoice will be sent to Tennessee 38163, Attn:	o the University of Tennessee, De	epartment of OB/GYN, 853 Jefferson Ave, Suite E208, Memphis,
All other terms	remain unchanged.	
n witness of their acce		reement, the parties have had this Contract executed by their duly
FOR CONTRACTOR:		FOR UNIVERSITY:
		. Obstetrics & Gynecology
Signature		Department Name
wart Polly, M.D.		
rinted Name		R07-3228-086
hief Medical Officer & V.F	,	R07-3228-086 Responsible Account (if applicable)
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		Responsible Account (if applicable)
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ne Regional Medical Cent ddress 7 Jefferson Ave.		Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name Authorized Official Signature
ne Regional Medical Cent ddress 7 Jefferson Ave. emphis, Tn. 38103		Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name Authorized Official Signature

SSN or Fed. ID Number

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
 page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract
 without obtaining the prior written approval of the University.
- Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be depied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
 - 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract Immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University
 as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an Illegal Immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

Leni Chick

From:

McNeil, Diane G [mcneild@tennessee.edu]

Sent:

Friday, August 17, 2007 3:33 PM

To:

Leni Chick

Cc:

Ferrara, Anthony A; Davis, Sylvia Shannon

Subject: HSC Contract w/Memphis Health Loop Clinics

Leni,

Due to some meeting conflicts, Tony Ferrera is requesting that the Memphis Health Loop contract not go before the committee on August 28th, but would like it moved to the next meeting, when he will be able to attend. Please let me know if this causes a problem.

Thanks for your assistance.

Diane G. McNeil

Administrative Coordinator
Office of VP for Strategic Planning and Operations
809 Andy Holt Tower
Knoxville, TN 37996-0180
865.974.8036
865.974.9580 (Fax)
diane-mcneil@tennessee.edu